

EXHIBIT A

Morgan Lewis

David J. Butler

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david.butler@morganlewis.com

February 21, 2019

VIA EMAIL

Claudia T. Salomon
Lathan & Watkins
885 Third Avenue
New York, NY 10022-4834

Re: NAACP et al. v. ERCSD et al., No. 7:17-cv-8943 (CS) (JCM)

Dear Claudia:



I write in response to your February 15 letter concerning expert productions and disclosures. In sum, while we are willing to exchange engagement letters pursuant to your proposal, we have produced all expert materials that we are required to disclose under Fed. R. Civ. P. 26, including all materials considered by Dr. Alford in forming his opinion.

Neither Dr. Alford nor Dr. Stevenson testified that they were able to “run BISG,” or that they performed BISG analysis on any voter files. Rather, they testified that Dr. Stevenson tried but was unable to replicate Plaintiffs’ experts’ BISG results. Therefore, there was no BISG “analysis” on which Plaintiffs could re-depose Dr. Alford or Dr. Stevenson. They have already been deposed concerning the full scope of Dr. Alford’s opinion, including all materials and data that Dr. Alford considered in forming that opinion.

While we do not agree that disclosure of expert engagement letters is required, we will nonetheless agree to your proposal that both parties produce engagement letters for their respective experts. We note, however, that Dr. Morrison’s engagement letter clearly is not “relevant to the issues raised in Plaintiffs’ December 21, 2018, Motion to preclude Dr. Morrison’s untimely-disclosed expert testimony,” as you assert, because the Court already denied that motion on January 23.

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Claudia T. Salomon
February 20, 2019, Page 2

Engagement letters for Dr. Alford and Dr. Morrison are attached. There is no separate engagement letter for Dr. Stevenson as his engagement is covered by Dr. Alford's engagement letter.

Sincerely,
s/ David J. Butler
David J. Butler

Morgan Lewis

David J. Butler

Senior Counsel
+1.202.373.6723
david.butler@morganlewis.com

January 24, 2018

VIA EMAIL

John R. Alford, Ph.D.



jra@rice.edu

**Re: *National Association for the Advancement of Colored People v. East Ramapo Central School District*
Case No. 17 Civ. 8943 (CS) (JCM) (S.D.N.Y.)
Engagement Letter**

Dear Dr. Alford:

This will confirm Morgan, Lewis & Bockius LLP's ("Morgan Lewis") retention of you ("Expert") to investigate, analyze, and assist with the development of legal and related strategic advice, for the benefit of our client East Ramapo Central School District (the "Client") in connection with the *National Association for the Advancement of Colored People v. East Ramapo Central School District* matter pending before the United States District Court for the Southern District of New York ("the Action"). As a result, all work and services relating to this matter will be performed at the request of and directed by Morgan Lewis. In this regard, after consultation with Morgan Lewis, your tasks will be to: (1) consult on various issues having to do with statistical and demographical analyses relating to voting patterns and election results from School Board elections in the East Ramapo Central School District; and (2) perform other tasks as needed and directed for our use in connection with our evaluation and defense of legal claims. At this point, you will serve as a consulting expert and not as a testifying expert for the Action. If that changes, we will let you know.

All invoices for work and services performed by Expert regarding the matter should be addressed to Morgan Lewis. We will, in turn, forward those invoices to the Client for payment. The Client will be solely responsible for payment of all such invoices. Expert's fee schedule is:

Work as Consulting Expert:	\$250/hour
Work as Testifying Expert:	\$400/hour

Expert will endeavor to use staff at lower rates, when appropriate, to the extent cost-effective and suitable to the assignment. Expert will consult with Morgan Lewis before staffing the matter to

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John R. Alford, Ph.D.
January 24, 2018
Page 2

discuss roles and work tasks. The Client further agrees to compensate Expert for project-related expenses, including travel, meals, and lodging.

Because you are being retained as a consulting expert to assist counsel in connection with litigation, all communications will be considered to the maximum extent possible to be protected from disclosure by the attorney-client privilege and the attorney work-product doctrine. All information provided to you by counsel or the Client relating to this engagement shall be kept confidential. Any document prepared by you should be marked "Prepared at Request of Counsel – Privileged and Confidential." Observations, recommendations, and analyses prepared by you in connection with this matter should be addressed to counsel, and should be discussed solely with counsel, or with those individuals as specifically identified by counsel. Because it is common for adverse parties to misinterpret an expert's notes or annotations to documents if those writings at some point are produced in litigation, you should ensure that all writing of any kind (typewritten, by hand, or by computer) is addressed to counsel and reflects the most current work product.

In the event that you are requested or become legally compelled by any means to disclose any confidential information, you shall provide Morgan Lewis and the Client with prompt written notice so that they may take such legal action as they deem appropriate to dispute such process and to protect the information from disclosure.

If the terms of this engagement are acceptable to you, please sign and return a copy of this letter.

If you have any questions regarding this letter or desire any additional information, please do not hesitate to contact me. We look forward to working with you on this project.

Please acknowledge the foregoing by signing below and returning a copy of this letter to my attention.

Sincerely,


David J. Butler

Accepted and Agreed to by John R. Alford, Ph.D.

Signed: _____

Dated: _____

DJB/dc

Morgan Lewis

David J. Butler

Senior Counsel

+1.202.373.6723

david.butler@morganlewis.com

January 29, 2018

VIA EMAIL

Peter A. Morrison

petermorrison@me.com

**Re: *National Association for the Advancement of Colored People v. East Ramapo Central School District*
Case No. 17 Civ. 8943 (CS) (JCM) (S.D.N.Y.)
Engagement Letter**

Dear Mr. Morrison:

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All invoices for work and services performed by Expert regarding the matter should be addressed to Morgan Lewis. We will, in turn, forward those invoices to the Client for payment. The Client will be solely responsible for payment of all such invoices. Expert's fee schedule is:

Testifying at deposition:	\$400/hour
Testifying at hearing/trial:	\$400/hour
All other work:	\$250/hour

Expert will endeavor to use staff at lower rates, when appropriate, to the extent cost-effective and

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Peter A. Morrison
January 29, 2018
Page 2

suitable to the assignment. Expert will consult with Morgan Lewis before staffing the matter to discuss roles and work tasks. The Client further agrees to compensate Expert for project-related expenses, including travel, meals, and lodging.

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If the terms of this engagement are acceptable to you, please sign and return a copy of this letter.

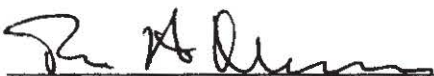
If you have any questions regarding this letter or desire any additional information, please do not hesitate to contact me. We look forward to working with you on this project.

Please acknowledge the foregoing by signing below and returning a copy of this letter to my attention.

Sincerely,


David J. Butler

Accepted and Agreed to by Peter A. Morrison

Signed: 

Dated: 3/6/2018

DJB/dc